

The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KATHLEEN DOUGLAS, an individual,

Plaintiff,

v.

EMPLOYBRIDGE, LLC, a California Limited  
Liability Company; EMPLOYMENT  
SOLUTIONS MANAGEMENT, INC., a  
Georgia corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 2:18-cv-01215-JLR

**STIPULATED PROTECTIVE  
ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

**STIPULATED PROTECTIVE ORDER - 1**

Case No. 2:18-cv-01215-JLR

LITTLER MENDELSON, P.C.  
One Union Square  
600 University Street, Suite 3200  
Seattle, WA 98101.3122  
206.623.3300

2. "CONFIDENTIAL" MATERIAL

"Confidential" material shall include the following documents and tangible things produced or otherwise exchanged: Plaintiff's employment records; records related to Plaintiff's job searches and employment applications; Plaintiff's personal financial information; records of Defendants' other current and former employees; records related to employee compensation and benefits, both of Plaintiff and other current and former employees of Defendants; non-public records related to Defendants' Board of Directors; confidential information related to Defendants' business strategies and market planning; confidential communications regarding Defendants' manpower planning and decision making processes regarding layoffs; confidential financial information of Defendants; and, potentially, trade secret and confidential information related to Defendants' operations in the insurance industry.

3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

1           4.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
2 by the court or permitted in writing by the designating party, a receiving party may disclose any  
3 confidential material only to:

4           (a) the receiving party's counsel of record in this action, as well as employees of counsel  
5 to whom it is reasonably necessary to disclose the information for this litigation;

6           (b) the officers, directors, and employees (including in house counsel) of the receiving  
7 party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a  
8 particular document or material produced is for Attorney's Eyes Only and is so designated;

9           (c) experts and consultants to whom disclosure is reasonably necessary for this litigation  
10 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11           (d) the court, court personnel, and court reporters and their staff;

12           (e) copy or imaging services retained by counsel to assist in the duplication of confidential  
13 material, provided that counsel for the party retaining the copy or imaging service instructs the  
14 service not to disclose any confidential material to third parties and to immediately return all  
15 originals and copies of any confidential material;

16           (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
17 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),  
18 unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed  
19 deposition testimony or exhibits to depositions that reveal confidential material must be separately  
20 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
21 agreement;

22           (g) the author or recipient of a document containing the information or a custodian or other  
23 person who otherwise possessed or knew the information.

24           4.3    Filing Confidential Material. Before filing confidential material or discussing or  
25 referencing such material in court filings, the filing party shall confer with the designating party  
26 to determine whether the designating party will remove the confidential designation, whether the

document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or delay the case development process or to impose unnecessary expenses and burdens on other parties) expose the designating party to sanctions.

If it comes to a designating party's attention that information or items that it designated for protection do not qualify for protection, the designating party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this agreement must be clearly so designated before or when the material is disclosed or produced.

(a) Information in documentary form: (e.g., paper or electronic documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that contains confidential material. If only a portion or portions of the material on a page qualifies for protection, the

1 producing party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 (b) Testimony given in deposition or in other pretrial or trial proceedings: the parties must  
4 identify on the record, during the deposition, hearing, or other proceeding, all protected testimony,  
5 without prejudice to their right to so designate other testimony after reviewing the transcript. Any  
6 party or non-party may, within fifteen days after receiving a deposition transcript, designate  
7 portions of the transcript, or exhibits thereto, as confidential.

8 (c) Other tangible items: the producing party must affix in a prominent place on the exterior  
9 of the container or containers in which the information or item is stored the word  
10 "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection,  
11 the producing party, to the extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
13 designate qualified information or items does not, standing alone, waive the designating party's  
14 right to secure protection under this agreement for such material. Upon timely correction of a  
15 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
16 in accordance with the provisions of this agreement.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
19 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
21 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
22 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
23 original designation is disclosed.

24 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
25 regarding confidential designations without court involvement. Any motion regarding confidential  
26 designations or for a protective order must include a certification, in the motion or in a declaration

1 or affidavit, that the movant has engaged in a good faith meet and confer conference with other  
2 affected parties in an effort to resolve the dispute without court action. The certification must list  
3 the date, manner, and participants to the conference. A good faith effort to confer requires a face-  
4 to-face meeting or a telephone conference.

5 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
6 intervention, the designating party may file and serve a motion to retain confidentiality under Local  
7 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
8 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
9 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
10 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain  
11 the material in question as confidential until the court rules on the challenge.

12 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
13 LITIGATION

14 If a party is served with a subpoena or a court order issued in other litigation that compels  
15 disclosure of any information or items designated in this action as "CONFIDENTIAL," that party  
16 must:

17 (a) promptly notify the designating party in writing and include a copy of the subpoena or  
18 court order;

19 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
20 other litigation that some or all of the material covered by the subpoena or order is subject to this  
21 agreement. Such notification shall include a copy of this agreement; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
23 designating party whose confidential material may be affected.

24 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
26 material to any person or in any circumstance not authorized under this agreement, the receiving

1 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,  
2 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
3 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,  
4 and (d) request that such person or persons execute the "Acknowledgment and Agreement to Be  
5 Bound" that is attached hereto as Exhibit A.

6 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
7 MATERIAL

8 When a producing party gives notice to receiving parties that certain inadvertently  
9 produced material is subject to a claim of privilege or other protection, the obligations of the  
10 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
11 is not intended to modify whatever procedure may be established in an e-discovery order or  
12 agreement that provides for production without prior privilege review. Parties shall confer on an  
13 appropriate non-waiver order under Fed. R. Evid. 502.

14 10. NON TERMINATION AND RETURN OF DOCUMENTS

15 Within 60 days after the termination of this action, including all appeals, each receiving  
16 party must return all confidential material to the producing party, including all copies, extracts and  
17 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

18 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
19 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
20 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work  
21 product, even if such materials contain confidential material.

22 The confidentiality obligations imposed by this agreement shall remain in effect until a  
23 designating party agrees otherwise in writing or a court orders otherwise.  
24  
25  
26

1 IT IS SO STIPULATED, THROUGH THE PARTIES.

2 June 20, 2019

3  
4 s/ Kellie A. Tabor

Kellie A. Tabor, WSBA #46260

Ktabor@littler.com

5 M. Kathryne Bosbyshell, WSBA #47469

kbosbyshell@littler.com

6 LITTLER MENDELSON, P.C.

One Union Square

7 600 University Street, Suite 3200

8 Seattle, WA 98101.3122

Phone: 206.623.3300

9 Fax: 206.447.6965

10 Attorneys for Defendants

EMPLOYBRIDGE, LLC and EMPLOYMENT

11 SOLUTIONS MANAGEMENT, INC.

12 June 20, 2019

13  
14 s/ Kevin Smith

Kevin Smith, WSBA #48578

15 Defiance Law PLLC

16 1115 Tacoma Ave. S.

Tacoma, WA 98402

17 Tel: (253) 507-4769

k.smith@defiance.law

18 Attorneys for Plaintiff

19 Kathleen Douglass

20  
21  
22  
23  
24  
25  
26  
STIPULATED PROTECTIVE ORDER - 8

Case No. 2:18-cv-01215-JLR

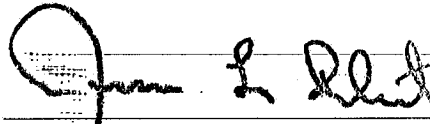
LITTLER MENDELSON, P.C.  
One Union Square  
600 University Street, Suite 3200  
Seattle, WA 98101.3122  
206.623.3300



**ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: June 21, 2019

A handwritten signature in black ink, appearing to read "James L. Robart", written over a horizontal line.

Hon. James L. Robart  
United States District Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Western District of Washington on  
\_\_\_\_\_ [date] in the case of *Kathleen Douglas, an individual, v. Employbridge, LLC, a  
California Limited Liability Company; Employment Solutions Management, Inc., a Georgia  
corporation; and DOES 1 through 10, inclusive*, No. 2:18-cv-01215-JLR. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

FIRMWIDE:164739353.1 089317.1040